



January 19, 2007

Ms. Karen Mason-Smith
U.S. Environmental Protection Agency, Region V
Waste Management Superfund Division
77 W. Jackson Blvd., SRF-5J
Chicago, IL 60604-3590

EPA Region 5 Records Ctr.



291716

Ms. Charlene Falco
Project Manager
Illinois Environmental Protection Agency
1021 North Grand Avenue East
Springfield, Illinois 62702-4059

Subject: Fort Dearborn U. S. Army Reserve Center

Dear Ms. Mason-Smith and Ms. Falco,

On behalf of the Assistant Chief of Staff for Installation Management, U.S. Army Reserves and the U.S. Army Corps of Engineers, Army Engineer District Louisville, MWH Americas, Inc. is pleased to submit the enclosed Finding of Suitability to Transfer (FOST) for Parcel A (north parcel) of the Fort Dearborn U.S. Army Reserve Center. Enclosure 1 of this FOST is the Supplemental Environmental Baseline Survey (SEBS) which was provided to the Army Reserve Center stakeholders earlier and is not provided as a part of this submission. This FOST replaces the FOST for the subject site provided to you in June, 2005. To align with Army real property policy and facilitate the deed writing process, the format of the FOST was altered from the earlier FOST document.

Please feel free to contact Douglas Meadors at (502) 315-6345 or by E Mail at Doug.a.meadors@lrl02.usace.army.mil if there are any questions regarding the enclosed FOST.

Sincerely,

David. C. Scharre
Project Manager

cc: D. Graham, City of Chicago
D. Meadors, CELRL
L. Rzewski, Department of Aviation
LTC Thomas Farrell, ACSIM-AR
L. Gulbranson, 88th RRC Contractor

**FINDING OF SUITABILITY TO TRANSFER
(FOST)**

FORT DEARBORN PARCEL A

US ARMY RESERVE CENTER (IL069)

5 December 2006

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FORT DEARBORN, PARCEL A
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1. PURPOSE

The purpose of this Finding Of Suitability to Transfer (FOST) is to document the environmental suitability of Parcel A at the Fort Dearborn U.S. Army Reserve Center (USARC) for transfer to the City of Chicago, Illinois consistent with Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) Section 120(h) and Department of Defense (DOD) policy. In addition, the FOST includes the CERCLA Notice, Covenant, and Access Provisions and other Deed Provisions and the Environmental Protection Provisions (EPPs) necessary to protect human health or the environment after such transfer.

2. PROPERTY DESCRIPTION

The property consists of 15.56 acres, which includes 2 buildings and no acres of undeveloped land. The property was previously used as the Fort Dearborn U.S. Army Reserve Center. The site is divided into two parcels. The northern parcel (Parcel A) was leased by the Army to the City of Chicago pending issuance of this FOST and transfer of Parcel A to the City by deed. The City already has obtained title to the southern parcel (Parcel B). This FOST applies to Parcel A. Parcel A is bounded to the north by Higgins Road, to the south by Johnson Road and to the west by Patton Road. Parcel A occupies the acreage at the corner of Higgins and Mannheim Roads. The Fort Dearborn USARC's street address is 6540 North Mannheim Road, Chicago, Illinois. The Reserve Center Building was used for drill instruction and administrative offices; the Organizational Maintenance Shop (OMS) was used to perform vehicle maintenance. There was also an area between the two buildings used as a parking area for civilian vehicles. The property is intended to be transferred for commercial development. A site map and the legal description of the property are provided in the Parcel A Supplemental Environmental Baseline Survey (SEBS). A copy of the Parcel A SEBS is provided as an enclosure (Enclosure 1).

3. ENVIRONMENTAL DOCUMENTATION

A determination of the environmental condition of the property was made based upon the Basewide Environmental Baseline Survey (EBS) (Harza, 2000), and the Parcel A SEBS (MWH Americas, Inc., 2005). The information provided is a result of a complete search of agency files during the development of these environmental surveys.

A complete list of documents providing information on environmental conditions of the property is provided in the Parcel A SEBS (Enclosure 1).

4. ENVIRONMENTAL CONDITION OF PROPERTY

The DOD Environmental Condition of Property (ECP) categories for the property are as follows:

ECP Category 1: STM-1- Motor Vehicle Maintenance Storage Area, STW-1 - Waste Accumulation Area, STW-2- Battery Storage Area, STW-3- Drum Storage Area, AST-1 -Aboveground Storage Tank, ORD-2- Arms Room, Reserve Center Building - Administrative building, OMS- Organizational Maintenance Shop

ECP Category 3: OTH-1 - Motor Vehicle Maintenance Pit

ECP Category 4: ORD-1- Small Arms Firing Range, OTH-2 - Shop Sink, OTH-3 - Vehicle Wash Rack, OWS-1 – Oil Water Separator

Descriptions and maps of the units and their categories are provided in the Parcel A SEBS.

A summary of the ECP categories for specific buildings, parcels, or operable units and the ECP category definitions is provided in Table 1 – Description of Property (Enclosure 2).

4.1. Environmental Remediation Sites

Environmental remediation was performed on the former indoor firing range, ORD-1. Lead fragments and materials contaminated with lead were removed. Sampling and analysis for lead was performed after the cleaning of the indoor range. Based on these sampling results the unit was cleared for unrestricted use. There is no evidence of a hazardous substance release outside of the indoor firing range.

Demolition was conducted for three of the Reserve Center sites. OTH-2, OTH-3 and OWS-1 had removal of equipment and structural components and backfilling with crushed stone. Soil sampling and analysis was performed for compounds selected based on historical property usage. Based on these sampling results the sites were cleared for unrestricted use.

There is no evidence of groundwater contamination on the property.

4.2. STORAGE, RELEASE, OR DISPOSAL OF HAZARDOUS SUBSTANCES

There is no evidence that hazardous substances were stored, released, or disposed of on the property in excess of the 40 CFR Part 373 reportable quantities.

4.3. PETROLEUM AND PETROLEUM PRODUCTS

4.3.1. UNDERGROUND AND ABOVE-GROUND STORAGE TANKS (UST/AST)

Current UST/AST Sites - There are no underground or above-ground petroleum storage tanks (UST/AST) on the property.

Former UST/AST Sites - There is no evidence that petroleum products, for use to support the mission activities at the Fort Dearborn USARC, were stored in underground or above-ground storage tanks on the property. One former aboveground storage tank was identified in the Basewide EBS (AST-1). The tank was located near the southwest corner of the OMS Building. This former AST was reported to be a 300-gallon capacity tank used to contain waste oil, waste paint and paint thinner. Although the exact date of removal of the tank is not known, the tank was apparently removed between 1990 and 1998. During the visual site inspection performed to prepare the Basewide EBS, no evidence of contamination was observed in the area of the former AST.

4.3.2. Non-UST/AST Storage, Release, or Disposal of Petroleum Products

There is no evidence that non-UST/AST petroleum products in excess of 55 gallons were stored for one year or more on the property.

4.4. POLYCHLORINATED BIPHENYLS (PCB)

The following PCB-containing equipment is suspected to contain PCB: electric light ballasts throughout the parcel. These light ballasts are operational, and have been determined not to be leaking.

4.5. ASBESTOS

There is asbestos-containing material (ACM) and suspected ACM in the Reserve Center Building. The ACM and suspected ACM includes: 9x9 inch floor tiles (ACM), pipe insulation (suspected), 1'x1' white ceiling tiles (suspected), and 1'x1' acoustical ceiling tiles (suspected). Any remaining friable asbestos that has not been removed or encapsulated will not present an unacceptable risk to human health because it appears to be in good condition and is not a danger as long as the ACM is not disturbed. The deed will include an asbestos warning and covenant (Enclosure 5).

4.6. LEAD-BASED PAINT (LBP)

The following buildings are known or presumed to contain lead-based paint (LBP): Reserve Center Building and OMS. The property was not used for residential purposes and the transferee does not intend to use the property for residential purposes in the future. The deed will include a lead-based paint warning and covenant (Enclosure 5).

4.7. RADIOLOGICAL MATERIALS

The following buildings were used for radiological activities: Reserve Center Building for calibration of instruments. There is no evidence of any release of radiological materials at these buildings. A radiological closeout survey was conducted as part of the Basewide EBS, which indicated no evidence of contamination.

4.8. RADON

A radon survey was conducted in the Reserve Center Building on the property. Radon was not detected at above the US Environmental Protection Agency (USEPA) residential action level of 4 picocuries per liter (pCi/L) in this building.

4.9. MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

Based on a review of existing records and available information, there is no evidence that Munitions and Explosives of Concern (MEC) are present on the property. The small arms firing range was cleared for unrestricted use following the sampling performed after the decommissioning of the range. The Arms Storage Room that was infrequently used for temporary storage of small arms ammunition has been inspected and there is no evidence of any remaining ammunition. The term "MEC" means military munitions that may pose unique explosives safety risks, including: (A) unexploded ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (B) discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.

4.10. OTHER PROPERTY CONDITIONS

There are no other hazardous conditions on the property that present an unacceptable risk to human health and the environment.

5. ADJACENT PROPERTY CONDITIONS

The following other potentially hazardous conditions exist on adjacent property. Soil contamination by trichloroethene was previously identified on the adjoining U.S. Air Force property, immediately south and adjacent to the Fort Dearborn USARC. This area was designated as Installation Restoration Program (IRP) Site SS-019. Removal actions were completed by the U.S Air Force at IRP Site SS-019 in 2000 and 2001. Results of confirmation soil sampling indicate that risk based cleanup objectives established for the site had been met and no groundwater contamination was found at the site. No impacts are currently known to have occurred to the Fort Dearborn USARC property due to this site.

6. ENVIRONMENTAL REMEDIATION AGREEMENTS /ENVIRONMENTAL DECLARATIONS

There are no environmental remediation orders or agreements applicable to the property being transferred. The deed will include a provision reserving the Army's right to conduct remediation activities if necessary in the future (Enclosure 4).

The City of Chicago recorded a Declaration of Restrictive Covenant against the City's leasehold interest in the Army Parcel A for the benefit of the Air Force and the Army in facilitating the transfer of the Army Parcel A. The City Declaration provides that, when the City obtains the deed for Parcel A, the groundwater use restrictions in the City Declaration will automatically and simultaneously attach to the fee simple interest Parcel A.

7. REGULATORY/PUBLIC COORDINATION

The U.S. Environmental Protection Agency and the Illinois Environmental Protection Agency were notified of this pending transfer through their participation in the Base Realignment and Closure (BRAC) Cleanup Team. In addition, comments were solicited from interested parties, including the U.S. Environmental Protection Agency, U.S. Fish and Wildlife Service, U.S. Department of Agriculture, Illinois Historic Preservation Agency, Illinois Department of Natural Resources, and the IEPA.

A Notice of 30-Day Period for Public Comment, which included a notification of the intent to sign the FOST, was published in the Chicago Tribune on April 30, 2005. To facilitate regulatory and public review, copies of the draft FOST, Basewide EBS, and Parcel A SEBS were sent to the USEPA and IEPA and were made available for review at the Arlington Heights and Forrest Park public libraries. The public was instructed to send written comments to the Douglas Meadors, Army Engineer District Louisville, 600 Dr. Martin Luther King Jr. Pl., Louisville, KY 40202.

During the public comment period, which ended May 30, 2005, no public comments were received. IEPA provided a response letter, dated April 7, 2005, which included comments on the draft Parcel A SEBS and FOST. IEPA's comments were addressed in the final FOST documentation, and a copy of its letter was included in an appendix of the final Parcel A SEBS.

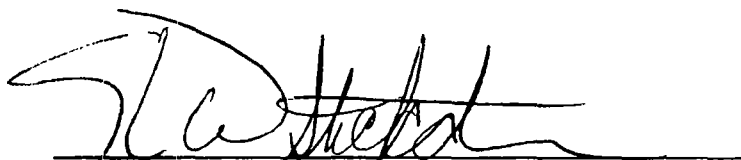
USEPA Region 5 provided a response letter date May 31, 2005. No comments were provided in that letter.

8. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) COMPLIANCE

The environmental impacts associated with the proposed transfer of the property have been analyzed in accordance with the National Environmental Policy Act (NEPA). The results of this analysis are documented in the Record of Environmental Consideration (REC) dated 20 October 2006. There were no encumbrances or conditions identified in the NEPA analysis that would preclude use of the applicable categorical exclusion. A copy of the (REC) is attached (Enclosure 6).

9. FINDING OF SUITABILITY TO TRANSFER

Based on the above information, I conclude that all removal or remedial actions necessary to protect human health and the environment have been taken and the property is transferable under CERCLA section 120(h)(3). In addition, all Department of Defense requirements to reach a finding of suitability to transfer have been met, subject to the terms and conditions set forth in the attached Environmental Protection Provisions that shall be included in the deed for the property. The deed will also include the CERCLA 120(h)(3) Notice, Covenant, and Access Provisions and Other Deed Provisions.



KEVIN D. STICKDORN
LTC, EN
Acting Chief, Army Reserve

Date: DEC 20 2003

6 Enclosures

Encl 1 -- Parcel A SEBS

Encl 2 -- Table 1 -- Description of Property

Encl 3 -- Table 2 -- Notification of Munitions and Explosives of Concern

Encl 4 -- CERCLA Covenant, Access Provisions, and Other Deed Provisions

Encl 5 -- Environmental Protection Provisions

Encl 6 -- Record of Environmental Consideration

ENCLOSURE 1

SUPPLEMENTAL ENVIRONMENTAL BASELINE SURVEY

(see attached)

ENCLOSURE 2

TABLE 1 – DESCRIPTION OF PROPERTY

Building Number and Property Description	EBS Parcel Designation	Condition Category	Remedial Actions
Reserve Center Building (Administrative building)	Reserve Center Building	1	None
Organizational Maintenance Shop	OMS	1	None
Organizational Maintenance Shop, Former Inspection Pit	OTH-1	3	None
Reserve Center Building, Former Firing Range	ORD-1	4	Removal of lead fragments and materials contaminated with lead
Organizational Maintenance Shop, Former Shop Sink	OTH-2	4	Removal of buried 55-gallon drum and surrounding fill and backfill with crushed stone
Organizational Maintenance Shop, Former Vehicle Wash Rack	OTH-3	4	Demolition and removal of the concrete pad and backfill with crushed stone
Oil Water Separator	OWS-1	4	Demolition and removal of the below ground oil water separator and backfill with crushed stone

Category 1: Areas where no release or disposal of hazardous substances or petroleum products has occurred. (including no migration of these substances from adjacent areas)

Category 2: Areas where only release or disposal of petroleum products has occurred.

Category 3: Areas where release, disposal, and/or migration of hazardous substances has occurred, but at concentrations that do not require a removal or remedial response.

Category 4: Areas where release, disposal, and/or migration of hazardous substances has occurred, and all removal or remedial actions to protect human health and the environment have been taken.

ENCLOSURE 3

TABLE 2 – NOTIFICATION OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)*

Site	Type of MEC	Date of MEC Activity	Munitions Response Actions
Reserve Center Building	Small Arms Ammunition	~1963 – ~1977	The Reserve Center Building had a small arms range located inside the building. An arms storage room was used principally for weapons storage. The room was infrequently used for temporary storage of small arms ammunition. The range was cleared for unrestricted use following sampling after the decommissioning of the range. The only MEC associated with the Fort Dearborn USARC was unfired small arms ammunition and bullet fragments. There is no evidence of unfired ammunition or bullet fragments at the Fort Dearborn USARC.
<p>*Munitions and Explosives of Concern (MEC). This term, which distinguishes specific categories of military munitions that may pose unique explosives safety risks, means: (A) Unexploded Ordnance (UXO), as defined in 10 §101(e)(5); (B) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (C) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.</p>			

ENCLOSURE 4

CERCLA NOTICE, COVENANT, AND ACCESS PROVISIONS **AND OTHER DEED PROVISIONS**

The following CERCLA Covenant, and Access Provisions, along with the Other Deed Provisions, will be placed in the deed in a substantially similar form to ensure protection of human health and the environment and to preclude any interference with ongoing or completed remediation activities.

1. CERCLA NOTICE

For the Property, the Grantor provides the following notice, description, and covenant:

A. Pursuant to section 120(h)(3)(A)(i)(I) and (II) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(i)(I) and (II)), there is no evidence that the property had storage of a hazardous substance as listed in 40 CFR 302.4 or a hazardous waste as listed in 40 CFR 261.30 for one year or more. There is no evidence of release or disposal of a hazardous substance as listed in 40 CFR 302.4 or a hazardous waste as listed in 40 CFR 261.30 in excess of the quantities listed in 40CFR 302.4. Hazardous substances were detected in the property soil analyzed during site work but the substances detected were not necessarily site related.

B. Pursuant to section 120(h)(3)(A)(i)(III) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(i)(III)), a description of the remedial action taken on the property is provided in Table 1. Additional information regarding the remedial action taken has been provided to the Grantee, receipt of which the Grantee hereby acknowledges. The additional information is provided in the Final Construction Completion Report, Various Site Remediations, Fort Dearborn US Army Reserve Center, Chicago, Illinois, 2004.

2. CERCLA COVENANT

Pursuant to section 120(h)(3)(A)(ii) and (B) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(ii) and (B)), the United States warrants that -

A. All remedial action necessary to protect human health and the environment with respect to any hazardous substance identified pursuant to section 120(h)(3)(A)(i)(I) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 remaining on the property has been taken before the date of this deed, and

B. Any additional remedial action found to be necessary after the date of this deed shall be conducted by the United States.

This warranty shall not apply in any case in which the person or entity to whom the property is transferred is a potentially responsible party with respect to such property. For purposes of this warranty, Grantee shall not be considered a potentially responsible party solely due to the Existing Lease or the presence of a hazardous substance remaining on the property on the date of this instrument, provided that Grantee has not caused or contributed to a release of such hazardous substance.

3. RIGHT OF ACCESS

A. Pursuant to section 120(h)(3)(A)(iii) of the Comprehensive Environmental Response, Compensation, and Liability Act of 1980 (42 U.S.C. §9620(h)(3)(A)(iii)), the United States retains and reserves a perpetual and assignable easement and right of access on, over, and through the property, to enter upon the property in any case in which an environmental response action or corrective action is found to be necessary on the part of the United States, without regard to whether such environmental response action or corrective action is on the Property or on adjoining or nearby lands. Such easement and right of access includes, without limitation, the right to perform any environmental investigation, survey, monitoring, sampling, testing, drilling, boring, coring, test-pitting, installing monitoring or pumping wells or other treatment facilities, response action, corrective action, or any other action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this instrument. Such easement and right of access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

B. In exercising such easement and right of access, the United States shall provide the Grantee or its successors or assigns, as the case may be, with reasonable notice of its intent to enter upon the Property and exercise its rights under this covenant, which notice may be severely curtailed or even eliminated in emergency situations. The United States shall use reasonable means, but without significant additional costs to the United States, to avoid and to minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the Property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the Grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

C. The Grantee, its successors and assigns, shall not interfere with any response action or corrective action conducted by the Grantor on the Property consistent with its permitted exercise of easement and right of access described above.

4. ENVIRONMENTAL CONDITION OF THE TRACT OF REAL ESTATE CONVEYED HEREIN

The Grantee acknowledges that it has reviewed the Finding of Suitability to Transfer and the Environmental Baseline Survey (MWH Americas, Inc., 2005) for the hereinabove described tract of real estate including all improvements located thereon, and prepared by or on behalf of the Grantor prior to the delivery and acceptance of this Quitclaim Deed of Conveyance. The consideration for this conveyance has been negotiated to eliminate and bar all claims by the Grantee or others against the Grantor arising out of or in any way predicated upon the activities of the Grantee or substances released by the Grantee, and the Grantee hereby waives any such claims against the Grantor. This paragraph shall not affect the Army's responsibilities to conduct response actions or corrective actions that are required by applicable laws and regulations.

5. RECOGNITION OF THE GRANTOR'S OBLIGATION UNDER SECTION 330 OF THE DEPARTMENT OF DEFENSE AUTHORIZATION ACCT OF 1993

In conveying the hereinabove described tract of real estate, Grantor recognizes its obligation to hold harmless, defend, and indemnify the Grantee and any successor, assignee, transferee, lender, or lessee of the Grantee or its successors or assigns, as required by Section 330 of the Department of Defense Authorization Act of 1993, and to otherwise meet its obligations under the law.

6. ANTI-DEFICIENCY ACT

The Grantor's obligation to pay or reimburse any money under this Quitclaim Deed of Conveyance is subject to the availability of appropriated funds to the Department of the Army, and nothing in this Quitclaim Deed of Conveyance shall be interpreted to require obligations or payments by the United States in violation of the Anti-Deficiency Act; provided that Grantor shall otherwise comply with applicable statutory requirements and its obligations under this Quitclaim Deed of Conveyance. Grantor agrees not to object to the use of Grantor's discretionary funds as appropriate and will use best efforts to obtain additional funds as may be necessary to fulfill its obligations under this Quitclaim Deed of Conveyance.

ENCLOSURE 5

ENVIRONMENTAL PROTECTION PROVISIONS

The following conditions, restrictions, and notifications will be attached, in a substantially similar form, as an exhibit to the deed and be incorporated therein by reference in order to ensure protection of human health and the environment.

1. NOTICE OF THE POTENTIAL PRESENCE OF MUNITIONS AND EXPLOSIVES OF CONCERN (MEC)

A. The Grantee is hereby notified that due to the former use of the Property as a military installation, the Property may contain munitions and explosives of concern (MEC). The term MEC means specific categories of military munitions that may pose unique explosives safety risks and includes: (1) Unexploded Ordnance (UXO), as defined in 10 U.S.C. §101(e)(5); (2) Discarded military munitions (DMM), as defined in 10 U.S.C. §2710(e)(2); or (3) Munitions constituents (e.g., TNT, RDX), as defined in 10 U.S.C. §2710(e)(3), present in high enough concentrations to pose an explosive hazard.)

B. The Property previously had a small arms firing range. The range was decommissioned and based on the results of subsequent sampling, was cleared for unrestricted use. There is no evidence of MEC remaining on the site.

C. The Grantor represents that, to the best of its knowledge, no MEC is currently present on the Property. Notwithstanding the Grantor's determination, the parties acknowledge that there is a possibility that MEC may exist on the Property. If the Grantee, any subsequent owner, or any other person should find any MEC on the Property, they shall immediately stop any intrusive or ground-disturbing work in the area or in any adjacent areas and shall not attempt to disturb, remove or destroy it, but shall immediately notify the Local Police Department so that appropriate explosive ordnance disposal personnel can be dispatched to address such MEC as required under applicable law and regulations.

D. Easement and Access Rights.

(1) The Grantor reserves a perpetual and assignable right of access on, over, and through the Property, to access and enter upon the Property in any case in which a munitions response action is found to be necessary, or such access and entrance is necessary to carry out a munitions response action on adjoining property. Such easement and right of access includes, without limitation, the right to perform any additional investigation, sampling, testing, test-pitting, surface and subsurface clearance operations, or any other munitions response action necessary for the United States to meet its responsibilities under applicable laws and as provided for in this Deed. This right of

access shall be binding on the Grantee, its successors and assigns, and shall run with the land.

(2) In exercising this easement and right of access, the Grantor shall give the Grantee or the then record owner, reasonable notice of the intent to enter on the Property, except in emergency situations. Grantor shall use reasonable means, without significant additional cost to the Grantor, to avoid and/or minimize interference with the Grantee's and the Grantee's successors' and assigns' quiet enjoyment of the Property. Such easement and right of access includes the right to obtain and use utility services, including water, gas, electricity, sewer, and communications services available on the property at a reasonable charge to the United States. Excluding the reasonable charges for such utility services, no fee, charge, or compensation will be due the grantee nor its successors and assigns, for the exercise of the easement and right of access hereby retained and reserved by the United States.

(3) The Grantee, its successors and assigns, shall not interfere with any munitions response action conducted by the Grantor on the Property consistent with its permitted exercise of easement and right of access described above.

2. NOTICE OF THE PRESENCE OF ASBESTOS AND COVENANT

A. The Grantee is hereby informed and does acknowledge that friable and non-friable asbestos or asbestos containing material "ACM" has been found on the Property. The Property may also contain improvements, such as buildings, facilities, equipment, and pipelines, above and below the ground, that contain friable and non-friable asbestos or ACM. The Occupational Safety and Health Administration (OSHA) and the Environmental Protection Agency have determined that unprotected or unregulated exposure to airborne asbestos fibers increases the risk of asbestos-related diseases, including certain cancers that can result in disability or death.

B. The following former buildings on the Property were previously categorized as asbestos containing buildings: Reserve Center Building and OMS. The Grantee agrees to undertake any and all asbestos abatement or remediation in the aforementioned former buildings that may be required under applicable law or regulation at no expense to the Grantor.

C. The Grantee covenants and agrees that its use and occupancy of the Property will be in compliance with all applicable laws relating to asbestos. The Grantee agrees to be responsible for any future remediation or abatement of asbestos found to be necessary on the Property to include ACM in or on buried pipelines that may be required under applicable law or regulation.

D. The Grantee acknowledges that it has inspected or has had the opportunity to inspect the Property as to its asbestos and ACM condition and any hazardous or environmental conditions relating thereto. The Grantee shall be deemed to have relied

solely on its own judgment in assessing the overall condition of all or any portion of the Property, including, without limitation, any asbestos or ACM hazards or concerns.

3. NOTICE OF THE PRESENCE OF LEAD-BASED PAINT (LBP) AND COVENANT AGAINST THE USE OF THE PROPERTY FOR RESIDENTIAL PURPOSE

A. The Grantee, and its successors and assigns, are hereby informed and acknowledge that buildings on the real estate constructed or rehabilitated prior to 1978, are presumed to contain lead-based paint. Grantee, its successors and assigns are hereby informed that lead from paint, paint chips, and dust can pose health hazards if not managed properly. Every Grantee of any interest in Residential Real Property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. "Residential Real Property" means any housing constructed prior to 1978, except housing for the elderly (households reserved for and composed of one or more persons 62 years of age or more at the time of initial occupancy) or persons with disabilities (unless any child who is less than 6 years of age resides or is expected to reside in such housing) or any zero-bedroom dwelling.

B. Available information concerning known lead-based paint and/or lead-based paint hazards, the location of lead-based paint and/or lead-based paint hazards, and the condition of painted surfaces is contained in the Environmental Baseline Survey, which has been provided to the Grantee. Additionally, the federally approved pamphlet on lead poisoning prevention and the Finding of Suitability for Transfer have been provided to the Grantee. The Grantee hereby acknowledges receipt of all of the information described in this Paragraph.

C. The Grantee acknowledges that it has received the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards prior to execution of this document.

D. The Grantee, its successors and assigns, covenants and agrees that they shall not permit the occupancy or use of any buildings or structures located on the real estate, which were constructed or rehabilitated prior to 1978, as residential real property without complying with this Section, NOTICE OF THE PRESENCE OF LEAD BASED PAINT, and all applicable federal, state, and local laws and regulations pertaining to lead-based paint and/or lead-based paint hazards.

E. Prior to permitting the occupancy of any buildings or structures located on the real estate which were constructed or rehabilitated prior to 1978, where its use subsequent

to the execution of this Quitclaim Deed of Conveyance is intended for residential habitation, or use as a child occupied facility as defined in 40 C.F.R. Part 745.223. Grantee, its successors and assigns, agree to perform, at its sole expense, the Grantor's abatement requirements under Title X of the Housing and Community Development Act of 1992 (Residential Lead-Based Paint Hazard Reduction Act of 1992) (hereinafter Title X). The Grantee, its successors and assigns shall, after consideration of the guidelines and regulations established pursuant to Title X shall: (1) Comply with the joint HUD and EPA Disclosures Rule (24 C.F.R. 35, Subpart H, 40 C.F.R. 745, Subpart F), when applicable, by disclosing to prospective subtenants and licensees the known presence of lead-based paint and/or lead-based paint hazards as determined by previous risk assessments; (2) Abate lead-based paint hazards in pre-1978 buildings and structures in paint, dust and bare soil in accordance with the HUD Guidelines; and (3) Comply with the EPA lead-based paint work standards when conducting lead-based paint activities (40 C.F.R. 745, Subpart L).

F. In complying with these requirements, the Grantee, its successors and assigns, covenant and agree to be responsible for any abatement or remediation of lead-based paint or lead-based paint hazards on the real estate found to be necessary as a result of the subsequent use of the real estate found to be necessary as a result of the subsequent use of the real estate for residential purposes. The Grantee, its successors and assigns, covenant and agree to comply with solid or hazardous waste laws that may apply to any waste that may be generated during the course of lead-based paint abatement activities.

G. The Grantor assumes no liability for remediation or damages for personal injury, illness, disability, or death, to the Grantee, its successors and assigns, sublessees or to any other person, including members of the general public, arising out of exposure to lead-based paint in connection with the Grantee's possession and/or use of any portion of the real estate containing lead-based paint.

H. The Grantee further agrees to indemnify and hold harmless the Grantor, its officers, agents and employees, from and against all suits, claims, demands, or actions, liabilities, judgments, costs and attorney's fees arising out of, or in a manner predicated upon personal injury, death or property damage resulting from, related to, caused by or arising out of lead-based paint or lead-based paint hazards on the real estate.

I. The covenants, restrictions, and requirements of this Paragraph shall be binding upon the Grantee, its successors and assigns.

Enclosure 6
Record of Environmental Consideration

RECORD OF ENVIRONMENTAL CONSIDERATION

88TH REGIONAL READINESS COMMAND
506 ROEDER CIRCLE
FORT SNELLING, MINNESOTA 55111

20 October 2006

1. **Project Action/Title:** Transfer of Fort Dearborn United States Army Reserve Center (USARC), Chicago, IL to the City of Chicago under Base Realignment and Closure (BRAC).
2. **Description of Proposed Action:** BRAC 1995 authorized the transfer of Fort Dearborn, USARC to the City of Chicago in exchange for funding the relocation of any displaced units and obtaining suitable replacement facilities. This action only considers the transfer of the property known as the northern parcel to the City of Chicago. The USARC site is divided into two parcels. The northern parcel (Parcel A), consisting of 15.561 acres was leased by the Army to the City of Chicago pending issuance of a FOST and transfer of Parcel A to the City by deed. The City already has obtained title to the southern parcel (Parcel B). Parcel A is bounded to the north by Higgins Road, to the east by Mannheim Road, to the south by Johnson Road and to the west by Patton Road. The construction of replacement facilities and the relocation of displaced units are also considered as separate actions.
3. **Environmental Documentation:** An Environmental Baseline Study (EBS) was prepared by HARZA Engineering and a Supplemental Environmental Baseline Study (SEBS) was prepared by MWH Americas, Inc., both under contract to Louisville Corps of Engineers to support this transfer. A Finding of Suitability to Transfer (FOST) has been prepared to support the transfer.
4. **Project Date Action:** FY07
5. **NEPA Requirements:** This Record of Environmental Consideration is required for compliance with the National Environmental Policy Act in accordance with 32 CFR Part 651, Appendix B (f)(6). There are no extraordinary circumstances as presented in 32 CFR 651.29(b) that would preclude the use of a categorical exclusion. Since the property is to be transferred to the City of Chicago, which currently leases the property, the transfer of the property meets the categorical exclusion as stated in 32 CFR 651, Appendix B (f)(6). The reasonably foreseeable use of the property will not change significantly.

RECORD OF ENVIRONMENTAL CONSIDERATION: Transfer of Fort Dearborn USARC
Northern Parcel to the City of Chicago.

6. Implementing Instruction:

a. Reference:

(1) DA PAM 200-1, Environmental Protection and Enhancement

- b. In accordance with the referenced policies, this Record of Environmental Consideration (REC) is being signed by the US Army Reserve 88th Regional Readiness Command (RRC), which has authority over land and facility assets of the subject site.

7. Signatures:

Signed



RICARDO A. JAVIER
MAJ, EN
Regional Engineer
88th Regional Readiness Command

Date

20 Oct 06

Prepared by



DOUGLAS MEADORS
US Army Engineer District Louisville
Environmental Engineer

Date

21 September 2006